

**LEMON GROVE SANITATION DISTRICT
AGENDA ITEM SUMMARY**

Item No. 1X
Mtg. Date February 6, 2018
Dept. Public Works

Item Title: Approve an Agreement with Rick Engineering Company to Provide Consulting Engineering Services for the 2017-2018 Sewer CIP Project

Staff Contact: Mike James, Assistant City Manager / Public Works Director.

Recommendation:

Adopt a resolution (**Attachment B**) approving an agreement with Rick Engineering Company to provide consulting engineering services for the 2017-2018 Sewer CIP Project.

Item Summary:

In 2016, the Lemon Grove Sanitation District (District) contracted with Dexter Wilson Engineering, Inc. (DWE) to create a study updating its Sanitary Sewer Master Plan (Master Plan). The purpose of the Master Plan is to serve as a planning document to evaluate the capacity of the existing collection system, determine improvement needs under future build-out conditions, develop Capital Improvement Programs (CIP) for the short-term (5 years) and long-term (20 years) based on those needs, and model future program needs while performing on-going inspection, maintenance and video recording of the entire sewer collection system.

The completed Master Plan, dated August 31, 2017, was presented to the District Board and approved on October 17, 2017. The Master Plan detailed to the District and its staff the sewer systems maintenance and repair needs. The Master Plan also identified a number of locations within the District that were in need of immediate repair based on age, condition, and capacity. The staff report (**Attachment A**) provides additional information to support staff's recommendation.

Fiscal Impact:

\$102,212 and programmed in the FY 2017-18 Sanitation District Budget (16-7760).

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section [] | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Resolution

LEMON GROVE SANITATION DISTRICT STAFF REPORT

Item No. X

Mtg. Date February 6, 2018

Item Title: **Approve an Agreement with Rick Engineering Company to Provide Engineering Consulting Services for the 2017-2018 Sewer CIP Project.**

Staff Contact: **Mike James, Assistant City Manager / Public Works Director**

Discussion:

In 2016, the Lemon Grove Sanitation District (District) contracted with Dexter Wilson Engineering, Inc. (DWE) to create a study to update its Sanitary Sewer Master Plan (Master Plan). The final version of the Master Plan, dated August 31, 2017, was presented to the District Board and approved on October 17, 2017. Based on recommendations within the Master Plan, specifically the Executive Summary and Chapter 9, there are various locations that are in an immediate need of repair and/or replacement. The District would like to move forward in making the necessary repairs by contracting with Rick Engineering Company to provide engineering consulting services for the 2017-2018 Sewer CIP project. Rick Engineering Company has knowledge and experience in matters involving the District's wastewater systems and has already demonstrated a good working relationship with District staff.

The City of Lemon Grove's purchasing ordinance (LGMC 3.24.070) authorizes the District Board to select professionals based on the professional qualifications necessary for the satisfactory performance of the service required, on demonstrated competence, and on a fair and reasonable price consistent with Government Code Section 4526. While it is normally a standard practice to seek at least three proposals for the professional service needed, the purchasing officer (i.e. Executive Director) may waive the requirements for solicitation of multiple proposals if one individual or firm can provide the professional services. Rick Engineering Company has proven that it has the professional ability, knowledge and prior experience performing like services and as such. Staff believes all desired tasks needed to perform the required consulting engineering services will be accomplished by Rick Engineering Company.

With staff's direction, Rick Engineering Company prepared a proposal (**Attachment B – Exhibit 1**) to provide consulting engineering services for the 2017-2018 Sewer CIP Project. The bullet points listed below outline key elements of the proposal that staff felt important to highlight:

1. Scope of Services: The scope of services provided within the proposal will include: providing research and preparation of a composite base map by topographic surveys of surrounding areas, aerial mapping, and research; providing the District with construction documents such as demolition plans, improvement plans, erosions control plans, traffic control plans, specifications, and project management; provide bid and construction support services; a reimbursable budget for as built research, postage, deliveries, and other miscellaneous expenses; and optional services such as sewer easement vacations and plats, and as-builts.
2. Duration: The work shall be performed within a timely manner with District oversight.
3. Project Cost: The total cost will not exceed \$102,212 which includes the project cost estimate of \$88,880 (includes optional items) including an available contingency of 15 percent for any unforeseen field issues.

Attachment A

Conclusion:

[That the District Board adopts a resolution (**Attachment B**) approving an agreement with Rick Engineering Company to provide consulting engineering services for the 2017-2018 Sewer CIP Project.]

Attachment B

RESOLUTION NO. 2018 -

RESOLUTION OF THE DISTRICT BOARD OF THE LEMON GROVE SANITATION DISTRICT APPROVING AN AGREEMENT WITH RICK ENGINEERING COMPANY TO PROVIDE CONSULTING ENGINEERING SERVICES FOR THE 2017-2018 SEWER CIP PROJECT.

WHEREAS, in 2016, the District contracted with Dexter Wilson Engineering, Inc. to create a Sanitary Sewer Master Plan (Master Plan) study; and

WHEREAS, the final draft of the Master Plan, dated August 31, 2017 was presented to the District Board and approved on October 17, 2017; and

WHEREAS, the Master Plan outlined a number of sewer pipes throughout the District that were in need of immediate repair and/or replacement due to capacity, condition, or age; and

WHEREAS, in order to complete this evaluation in an economically efficient process the expertise of a consulting firm that possess the knowledge, skills and abilities to provide consulting engineering services for the repair and replacement of sewer pipes will be needed; and

WHEREAS, Rick Engineering Company was identified by district staff as a consulting firm that has a positive experience in performing such consulting engineering services and has a good working relationship with the district engineer and his staff; and

WHEREAS, after evaluating the proposal, district staff determined that Rick Engineering Company has the professional experience and competency to successfully provide consulting engineering services for the 2017-2018 Sewer CIP Project.

NOW, THEREFORE, BE IT RESOLVED that the District Board of the Lemon Grove Sanitation District hereby:

1. Approves an agreement (Exhibit 1) with Rick Engineering Company to provide consulting engineering services for the 2017-2018 Sewer CIP Project for the Lemon Grove Sanitation District; and
2. Authorizes the Executive Director, or her designee, to execute and manage the agreement.

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/////

Attachment B – Exhibit 1

**AGREEMENT
BY AND BETWEEN
THE LEMON GROVE SANITATION DISTRICT
AND
Rick Engineering Company**

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the LEMON GROVE SANITATION DISTRICT, a municipal corporation (the "DISTRICT"), and Dexter Wilson Engineering, Inc., a sanitary engineering firm (the "CONTRACTOR").

RECITALS

WHEREAS, the DISTRICT desires to employ a CONTRACTOR to provide Consulting Engineering Services for the 2017-2018 Sewer CIP Project.

WHEREAS, the DISTRICT has determined that the CONTRACTOR is a consulting engineering firm and is qualified by experience and ability to perform the services desired by the DISTRICT, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The DISTRICT hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services required hereunder will be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth on pages 1-4 of Exhibit "A" (Attached).

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the DISTRICT for such services, except as authorized in advance by the DISTRICT.

The DISTRICT may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the DISTRICT and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change

Attachment B – Exhibit 1

in services, not to exceed the total amount of Fifteen Thousand Dollars (\$15,000) and extend time for completion by more than a total of fifteen (15) days.

3. PROJECT COORDINATION AND SUPERVISION.

Tim Gabrielson and Jeremiah Harrington hereby are designated as the Project Coordinators for the DISTRICT and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Timothy J. Murphy thereby is designated as the Project Director for the CONTRACTOR.

4. COMPENSATION AND PAYMENT. The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described on page 5 of Exhibit "A" shall not exceed one hundred and two thousand, two hundred and twelve dollars (\$102,212) (the Base amount) without prior written authorization from the DISTRICT Engineer. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by and in the sole discretion of the DISTRICT.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the DISTRICT and for furnishing of copies to the DISTRICT, if requested.

5. LENGTH OF AGREEMENT. This agreement will last six (6) months from the approved and executed date or until all work has been completed by the CONTRACTOR and accept by the DISTRICT, which ever occurs first.

6. DISPOSITION AND OWNERSHIP OF DOCUMENTS. The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the DISTRICT for use with respect to this Project, and shall be turned over to the DISTRICT upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the DISTRICT and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the DISTRICT's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the DISTRICT, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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The CONTRACTOR agrees that the DISTRICT may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the CONTRACTOR's written work product for the DISTRICT's purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the DISTRICT of documents, drawings or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 but only with respect to the effect of the modification or reuse by the DISTRICT, or for any liability to the DISTRICT should the documents be used by the DISTRICT for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the DISTRICT and are not entitled to any of the rights, benefits, or privileges of the DISTRICT's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR's employees, and it is recognized by the parties that a substantial inducement to the DISTRICT for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the DISTRICT. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the DISTRICT nor its officers, agents or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees except as herein set forth, and the CONTRACTOR expressly agrees not to represent that the CONTRACTOR or the CONTRACTOR's agents, servants, or employees are in any manner agents, servants or employees of the DISTRICT, it being understood that the CONTRACTOR, its agents, servants, and employees are as to the DISTRICT wholly independent contractors and that the CONTRACTOR's obligations to the DISTRICT are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and

Attachment B – Exhibit 1

regulations of the LEMON GROVE SANITATION DISTRICT, whether now in force or subsequently enacted. The CONTRACTOR, and each of its subcontractors, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

11. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the DISTRICT that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the DISTRICT, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the DISTRICT otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the DISTRICT are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the DISTRICT for any increased costs that result from the DISTRICT's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

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layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The DISTRICT may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the DISTRICT. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party; or (v) is disclosed according to law or court order.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the DISTRICT. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to the DISTRICT for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this Agreement. CONTRACTOR's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the DISTRICT or its elected officials, officers, agents, and employees. CONTRACTOR's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The DISTRICT AND CONTRACTOR expressly agree that any payment, attorney's fees, costs or expense the DISTRICT incurs or makes to or on behalf of an injured employee under the DISTRICT 's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

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15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the DISTRICT and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the DISTRICT or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

16. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to purchase and maintain throughout the term of this agreement, the following insurance policies:

☒ A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONTRACTOR's employees.

E. The aforesaid policies shall constitute primary insurance as to the DISTRICT, its officers, employees, and volunteers, so that any other policies held by the DISTRICT shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the DISTRICT of cancellation or material change.

F. Said policies, except for the professional liability and worker's compensation policies, shall name the DISTRICT and its officers, agents and employees as additional insured.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the DISTRICT.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with

Attachment B – Exhibit 1

and approved by the DISTRICT. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the DISTRICT may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all reasonable costs and expenses of suit, including reasonable attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the DISTRICT shall, in addition, be limited to the amount of attorney's fees incurred by the DISTRICT in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mutual negotiation between the principles, and failing that through nonbinding mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA"). The costs of mediation shall be borne equally by the parties.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the DISTRICT. Termination without cause shall be effective only upon 30-day's written notice to the CONTRACTOR. During said 30-day period the CONTRACTOR shall perform all services in accordance with this Agreement. The Contractor may terminate this agreement upon thirty (30) days prior notice in the event of a continuing and material breach by the DISTRICT of its obligations under this Agreement including but not limited to payment of invoices.

B. This Agreement may also be terminated immediately by the DISTRICT for cause in the event of a material breach of this Agreement that is not cured to the DISTRICT's satisfaction within a ten (10) day prior cure period, or material misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the DISTRICT.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the DISTRICT, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such

Attachment B – Exhibit 1

documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the DISTRICT by the CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the DISTRICT all rights set forth in Section 6.

E. The DISTRICT further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the DISTRICT: Lydia Romero, Executive Director
Lemon Grove Sanitation District
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: Timothy J. Murphy, P.E.
Rick Engineering Company
5620 Friars Road
San Diego, CA 92110

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not

Attachment B – Exhibit 1

perform services of any kind for any person or entity whose interests conflict in any way with those of the LEMON GROVE SANITATION DISTRICT. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the DISTRICT of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the Lemon Grove Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the DISTRICT in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the DISTRICT.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the LEMON GROVE SANITATION DISTRICT Conflict of Interest Code. Specifically, the CONTRACTOR shall:

1. Go to www.fppc.ca.gov
2. Download the Form 700: Statement of Economic Interests
3. Completely fill out the form
4. Submit the form to the Public Works Department with the signed contracts.

The CONTRACTOR shall be strictly liable to the DISTRICT for all damages, costs or expenses the DISTRICT may suffer by virtue of any violation of this Paragraph 21 by the CONTRACTOR.

22. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

Attachment B – Exhibit 1

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

Attachment B – Exhibit 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

LEMON GROVE SANITATION DISTRICT

RICK ENGINEERING COMPANY
(Corporation – signatures of two corporate officers)
(Partnership – one signature)
(Sole proprietorship – one signature)

By: _____
Lydia Romero

District Manager
(Title)

(Date)

By: _____
(Name)

(Title)

(Date)

(Name)

(Title)

(Date)

APPROVED AS TO FORM:

By: _____
James Lough

District Attorney
(Title)

(Date)

By: _____
(Name)

(Title)

(Date)

Attachment B – Exhibit 1

Exhibit 'A'



January 22, 2018

Mr. Jeremiah Harrington
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

**SUBJECT: CITY OF LEMON GROVE 2017-2018 SEWER CIP PROJECT
ENGINEERING DESIGN SERVICES**

Dear Jeremiah:

Rick Engineering Company is excited to be able to continue to support the City of Lemon Grove by providing consulting engineering services. As requested at project kickoff meeting, December 7, 2017 the following is a scope of work for the 2017-2018 CIP Sewer Improvements for eight sewer repairs projects around the City of Lemon Grove, as identified by the *2017/2018 CIP Sewer Projects* matrix received via email January 22, 2018 (enclosed).

Scope of Work

A. Research and Composite Base Map

1. Design Topographic Survey and Control
This scope includes providing as-built locations and invert elevations at 9 different locations throughout the City. This also includes a topographic survey of select key features near the manholes as outlined by Civil Engineer. Overall ground topography for the projects will not be obtained, only specific features and manhole elevations will be acquired. Control will be established using Record of Survey 14492 with elevations based on NGVD 29.
2. Aerial Mapping/Orthophoto
Provide an aerial drone survey to obtain a color orthophoto at least 100 feet outside the centerline of the project limits as defined by the provided project pdf. The aerial mapping will be controlled by surveying 25 aerial targets.
3. Research
Perform site walk of proposed improvement areas. Obtain as-built drawings of existing site and utility improvements to be provided by the City of Lemon Grove.
4. Create Composite Ortho & Existing Utilities Base Map
Combine the provided ortho, existing utility bases, information from obtained as-builts and new design survey information. Potholing may be required, and is excluded in this proposal.

5620 Friars Road • San Diego, California 92110-2596 • (619) 291-0707 • Fax (619) 291-4165 • rickengineering.com
SAN DIEGO RIVERSIDE ORANGE SACRAMENTO SAN LUIS OBISPO BAKERSFIELD DENVER PHOENIX TUCSON

Attachment B – Exhibit 1

Mr. Jeremiah Harrington
January 22, 2018
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B. Construction Documents

1. 2017-2018 CIP Sewer Improvement Plans

a) Title, Notes & Details Sheets

Prepare one title sheet, and one detail sheet for Sewer Improvement Plans. Additional detail sheets and specifications may be provided by sewer engineering subconsultant, Dexter Wilson Engineering, and are included under Engineering Consultant Service Item B.4 below.

b) Demolition Plans

Prepare a Demolition and/or Pipe Abandonment Plan to show each existing sewer pipe, and limits of sewer and manhole removals and/or abandonment.

c) Sewer Improvement Plans.

Prepare a Sewer Improvement Plan in CIP format for nine pipe and spot repairs within the City of Lemon Grove sewer system as shown on the *2017/2018 CIP Sewer Projects* matrix (see attached) received via email December 12, 2017. Plans shall include horizontal and vertical control for the proposed sewer pipes in plan and profile views (as applicable), and areas of pavement and/or landscaping trench repair. Plans may also include the "lining" of pipes as an alternative to replacement, if determined acceptable by the City of Lemon Grove.

d) Erosion Control Plans

Prepare Erosion Control Plans to include temporary construction Best Management Practices (BMP's) notes, plans and details as required by City of Lemon Grove submittal requirements. Assumes preparation of 2 plan sheets.

Based on an assumed area of work to be less than one acre, and review of the City's JRMP (see Section 5.3) and BMP Design Manual, it does not appear that the City of Lemon Grove requires the preparation of a Plan (such as a Water Pollution Control Plan (WPCP)) other than an Erosion Control Plan.

A Weather Triggered Response Plan may be required at the time of construction which is typically prepared by the Contractor, and is excluded from this proposal.

e) Traffic Control Plans.

Rick Engineering Company shall provide three (3) sheets at 40 scale for the traffic control design and one sheet at 40 scale for the detour design. The traffic control and detour plan sheets shall be prepared per the latest edition of the CA Manual on Uniform Traffic Control Devices and City of Lemon Grove standards. It is anticipated that two (2) rounds of comments from the City of Lemon Grove shall be reviewed and addressed. It is assumed that location number 1 (Pipe ID 219) is the only proposed work that will require traffic control. The Contractor shall provide traffic control for Locations 5, 6, and 7, which may be required per *2017/2018 CIP Sewer Projects* matrix.

Attachment B – Exhibit 1

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2. Specifications
Prepare technical specifications (Book 2) for civil items of work in addition to the specified 2015 Greenbook specifications (and subsequent supplements) as required by the City of Lemon Grove project specification format. Provide Specifications to the City of Lemon Grove for insertion into the Contract Documents. City of Lemon Grove will be responsible for the front end (Book 1) contract documents.
3. City of Lemon Grove Plan Check/Processing
Plan and specification review and processing with the City of Lemon Grove Engineering Department assumes three submittals: 50%, 90%, and 100% submittal packages. The task for plan processing includes preparing submittal packages for Sewer Improvement Plans and Specifications, preparing revisions and response letters pursuant to plan check comments, and the distribution and management of sub-consultant plan check comments. (Assumes 32 hours).
4. Dexter Wilson Sewer Engineering Subconsulting Services
Sewer sub-consulting services shall include assistance in determining spot repair versus sewer lining or replacement, specification review, and CCTV review provided by the City of Lemon Grove. See attached scope of work.
5. Project Management
 - a) Construction Document Meetings
Attend team or City of Lemon Grove meetings as requested. We are assuming 2 - two hour team meetings or conference calls per month for 3 months.
 - b) Project Coordination
We have allocated 16 hours (2 hour/week for 8 weeks) for consultant and City of Lemon Grove coordination during the final design phase. This includes coordination with City of Lemon Grove, Dexter Wilson Engineering, and Rick Engineering Traffic Engineer.

C. Bid and Construction Support Services

1. Bid Support
Prepare Contract Bid Schedule, and Engineer's Cost Estimate. Assist the City of Lemon Grove in the review and evaluation of bids for civil engineering related items, and respond to requests for information (RFIs) during the bidding process. (8 hours T&M)
2. Construction Support
Provide construction support services including but not limited to: clarification of construction documents, specifications and the preparation of addenda for civil engineering related items, review of contractor submittals, schedules, shop drawings, requests for information (RFIs), and project data for civil engineering related items. Perform site walk observations after the completion of construction, and prepare "punch list" for surface improvements only. (20 hours T&M)

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D. Reimbursables

We are providing a reimbursable budget of \$2,000 (T&M) to accommodate as-built research, printing, postage, deliveries, and other miscellaneous expenses.

E. Optional Services

1. Sewer Easement Vacations
Prepare 4 plats & legal descriptions for potential new sewer easements. Deed forms to be prepared by others. Fee assumes that each easement affects only one ownership parcel and is on a T&M Basis.
2. Sewer Easement Plats
Assume 4 new Sewer Easement Plat and Legals on a T&M basis.
3. As-Builts
Prepare for the City of Lemon Grove as-built drawings for the Sewer Improvement Plans. Contractor shall provide "red-lined" mark-ups of field changes to the sewer that occur in the field. This item includes only the drafting services necessary to incorporate as-built information from the construction records furnished by the Contractor and the City's Field Inspector. While this information will be assumed to be accurate and reliable, Rick Engineering Company will accept no liability for use or reliance on said as-built information. Specifically excluded from this agreement are surveying services, (if required) to determine as-built locations of improvements or utilities.

Fees and Billings

The following is an estimated labor fee for the above-described work. Labor charges for work shown below are fixed fee basis unless noted otherwise and in accordance with the current Schedule of Hourly Rates (attached), not to exceed the following amounts without your prior authorization:

A. Research and Composite Base Map

1. Design Topographic Survey and Control	\$13,000.00
2. Aerial Mapping/Orthophoto	\$3,500.00
3. Research	\$2,500.00
4. Create Composite Ortho & Existing Utilities Base Map	\$3,000.00
Sub-Total	\$22,000.00

B. Construction Documents

1a. Title, Notes & Detail Sheets	\$2,000.00
1b. Demolition Plan	\$2,700.00
1c. Sewer Improvement Plans	\$16,000.00
1d. Erosion Control Plans	\$3,000.00
1e. Traffic Control Plans	\$8,500.00
2. Specifications	\$4,000.00
3. City of Lemon Grove Plan Check/Processing	\$5,280.00
4. Dexter Wilson Engineering	\$5,000.00
5a. Construction Document Meetings	\$2,000.00
5b. Project Coordination	\$2,400.00
Sub-Total	\$50,880.00

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C. Bid and Construction Support Services		
1. Bid Support		\$1,500.00
2. Construction Support		\$3,500.00
	Sub-Total	\$5,000.00
D. Reimbursables		
	Sub-Total	\$2,000.00
	Grand Total	\$79,880.00
E. Optional Services		
1. Sewer Vacations		\$3,000.00
2. Sewer Plats		\$3,000.00
3. As-Builts		\$3,000.00

Fees and expenses will be billed monthly as the work progresses and the net amount shall be due within thirty (30) days from the date of receipt of the invoice in the Client's office.

Additional Services

The following may be required but are not included in the Scope of Work outlined in Section I above. Additional authorization will be required for these additional services.

- A. Changes in scope or design directed by the Client after the start of working drawings; in this case, the amount of extra work shall be that required to bring the revised work to the same stage of completion as the original work at the time of the change.
- B. Work of a general or promotional nature not connected with the actual design, approval or construction of the project.
- C. Any other services performed at the direction of the Client which are not defined in the above listed services shall be in addition to that set forth in Fee Section of this agreement.
- D. Soils and Geologic Reports and Geotechnical Services.
- E. Jobsite safety services.
- F. Landscape & Irrigation Plans.
- G. Potholing or underground utility locating.
- H. Downstream sewer capacity analysis.
- I. Environmental reviews, studies and services.
- J. Dry utility design services.
- K. Sewer Study and/or other studies and technical reports.
- L. Financial services.

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- M. Identify existing monumentation & final monumentation.
- N. Construction Surveying and staking.
- O. GIS services.
- P. Community Outreach, Notifications and obtaining Letters of Permission from property owners.
- Q. Flood control studies.
- R. Landscape architecture, planting and irrigation plans.
- S. Design survey and mapping.
- T. Traffic engineering.
- U. SWPPP / Construction General Permit – SWPPP-related services not identified above are not included, such as: Qualified SWPPP Practitioner (QSP) services, Qualified SWPPP Developer (QSD) services beyond the initial preparation of the SWPPP, sampling and monitoring, responding to any agency's plan check comments, filing Changes of Information (COIs)/SWPPP Amendments, Annual Reports, and/or a Notice of Termination (NOT). These services can be provided during construction if requested by the client and pending additional authorization.
- V. Additional Services Not Included in the Scope of Work

If notice is delayed for any reason beyond sixty (60) days, it is understood by the parties that the terms and conditions contained herein are subject to revision.

If you have any questions regarding this agreement, please contact me at 619-688-1483. Thank you for requesting Rick Engineering Company to provide these services.

Sincerely,
RICK ENGINEERING COMPANY


Timothy J. Murphy
R.C.E. 35171
Principal

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Enclosures

APPROVED:

BY: _____

DATE: _____

Attachment B – Exhibit 1



Hourly Rates – California Offices August 26, 2017 – February 23, 2018

Page 7 of 7

Principal Consultant (Special Projects).....	\$ 250.00	Principal Water Resources Designer.....	\$130.00
Principal.....	235.00	Associate Water Resources Designer.....	120.00
Associate Principal.....	220.00	Assistant Water Resources Designer.....	110.00
Associate/Manager.....	205.00		
Expert Witness.....	400.00	GIS Manager.....	\$180.00
Court Appearance per half day or part.....	1,600.00	Principal GIS Project Manager.....	165.00
		Associate GIS Project Manager.....	150.00
Principal Project Engineer/Manager.....	180.00	Assistant GIS Project Manager.....	135.00
Associate Project Engineer/Manager.....	165.00	Principal GIS Analyst.....	120.00
Assistant Project Engineer/Manager.....	150.00	Associate GIS Analyst.....	115.00
Principal Engineering Designer.....	130.00	Assistant GIS Analyst.....	103.00
Associate Engineering Designer.....	120.00	Principal Graphics Designer.....	110.00
Assistant Engineering Designer.....	110.00	Associate Graphics Designer.....	105.00
Principal Engineering Drafter.....	110.00	Assistant Graphics Designer.....	90.00
Associate Engineering Drafter.....	95.00	CAD Manager.....	165.00
Assistant Engineering Drafter.....	85.00		
Principal Construction Engineer/Manager.....	\$180.00	Field Supervisor.....	\$180.00
Associate Construction Engineer/Manager.....	165.00	One-person Survey Party.....	140.00
Assistant Construction Engineer/Manager.....	150.00	One-person Survey Party with Robotics.....	190.00
Principal Construction Technician.....	130.00	Two-person Survey Party.....	210.00
Associate Construction Technician.....	120.00	Three-person Survey Party.....	270.00
Assistant Construction Technician.....	110.00		
Senior Transportation/Traffic Engineer.....	\$190.00	3D Laser Scanning Crew (One-Person).....	\$220.00
Principal Transportation/Traffic Engineer.....	180.00	3D Laser Scanning Crew (Two Person).....	260.00
Associate Transportation/Traffic Engineer.....	165.00		
Assistant Transportation/Traffic Engineer.....	150.00	Principal 3D Laser Scanning Project Manager.....	\$180.00
Principal Transportation/Traffic Designer.....	130.00	Associate 3D Laser Scanning Project Manager.....	165.00
Associate Transportation/Traffic Designer.....	120.00	Assistant 3D Laser Scanning Project Manager.....	150.00
Assistant Transportation/Traffic Designer.....	110.00	Principal 3D Laser Scanning Specialist.....	130.00
		Associate 3D Laser Scanning Specialist.....	120.00
Principal Community Planner.....	\$210.00	Assistant 3D Laser Scanning Specialist.....	110.00
Principal Project Planner.....	185.00	Principal 3D Laser Scanning Technician.....	110.00
Senior Associate Planner.....	165.00	Associate 3D Laser Scanning Technician.....	95.00
Senior Planner.....	155.00	Assistant 3D Laser Scanning Technician.....	85.00
Associate Planner.....	130.00		
Assistant Planner.....	110.00	Photogrammetry Supervisor.....	\$140.00
Planning Technician.....	85.00	Principal Photogrammetrist.....	115.00
		Associate Photogrammetrist.....	105.00
Principal Landscape Architect.....	\$210.00	Assistant Photogrammetrist.....	100.00
Associate Landscape Architect/Manager.....	155.00		
Assistant Landscape Architect/Manager.....	120.00	Computing & Mapping Director.....	\$180.00
Principal Landscape/Urban Designer.....	110.00	Principal Survey Analyst.....	165.00
Associate Landscape/Urban Designer.....	105.00	Associate Survey Analyst.....	130.00
Assistant Landscape/Urban Designer.....	95.00	Assistant Survey Analyst.....	105.00
Principal Environmental Project Manager.....	165.00	Associate Project Administrator.....	\$70.00
Associate Environmental Project Manager.....	150.00	Assistant Project Administrator.....	60.00
Assistant Environmental Project Manager.....	130.00	Administrative Assistant.....	65.00
Principal Environmental Specialist.....	117.00		
Associate Environmental Specialist.....	112.00		
Assistant Environmental Specialist.....	107.00		
Environmental Technician.....	84.00		

Rates subject to change for prevailing wage contracts.

When authorized, overtime shall be charged at the listed rates times 1.3.

Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.

A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.

Attachment B – Exhibit 1

DEXTER WILSON ENGINEERING, INC.

DEXTER S. WILSON, P.E.
ANDREW M. OVEN, P.E.
STEPHEN M. NIELSEN, P.E.
NATALIE J. FRASCHETTI, P.E.
STEVEN J. HENDERSON, P.E.

January 24, 2018

000-204

Rich Engineering Company
5620 Friars Road
San Diego, CA 92110-2596

Attention: Timothy Murphy, P.E., Principal

Subject: Proposal for Engineering Services to Provide Assistance on the Rick
Engineering Design Plans for Lemon Grove 2017-2018 Sewer CIP

We are pleased to provide Rick Engineering Company with the following proposal for engineering services. The work, as further described in the Scope of Services below, consists of providing technical assistance to the project design engineer to select the appropriate repair methodology, and subsequently assist with the preparation of design details and specifications related to said methodology.

This proposal does not include assistance during bidding or construction.

Exhibit "A" provides an estimate of hours by task, and Exhibit "B" provides an estimate of costs by task. We propose to do the work on an hourly rate basis with a cost ceiling for the tasks described of \$4,960.

2234 FARADAY AVENUE • CARLSBAD, CA 92008 • (760) 438-4422 • FAX (760) 438-0173

Attachment B – Exhibit 1

Timothy Murphy
January 24, 2018
Page 2

SCOPE OF SERVICES

Dexter Wilson Engineering, Inc. will perform the following tasks:

- Task 1 - For CIP Locations 1 through 6, assist Rick Engineering in determining the appropriate repair methodology. Prepare drawing details and specifications related to the selected methodology for incorporation into Rick Engineering's overall plans and specifications, as necessary.
- Task 2 - For CIP Locations 7 through 9, conduct site visit with Rick Engineering design engineer and District staff. Review CCTV if necessary. Assist Rick Engineering in determining the appropriate repair methodology. Prepare drawing details and specifications related to the selected methodology for incorporation into Rick Engineering's overall plans and specifications, as necessary.

Assistance outside this scope will be billed on a time and material basis.

COMPENSATION

Work completed under this contract will be billed on a monthly basis. Fees will be calculated on an hourly rate basis by multiplying the actual hours worked on the job in each classification by the rates in the schedule attached as Exhibit "C." These rates are subject to change in January of each year.

All direct costs will be billed outside the proposed cost ceiling at cost plus 10 percent. Subconsultant invoices will be billed inside the cost ceiling at cost plus 5 percent.

TIME OF PERFORMANCE

The completion of the work outlined in this proposal will be done in a timely manner in order to meet the needs of Rick Engineering. Work will be done at the direction of Timothy Murphy.

Attachment B – Exhibit 1

Timothy Murphy
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COST ESTIMATES

Since the Design Professional has no control over the cost of labor, materials, or equipment, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a Design Professional familiar with the construction industry. However, the Design Professional cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the Owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

OWNERSHIP OF ORIGINALS

The Owner acknowledges the Design Professional's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the Owner upon completion of the work. The Owner agrees to hold harmless and indemnify the Design Professional against all damages, claims, and losses, including defense costs, arising out of any reuse of the plans and specifications without the written authorization of the Design Professional.

QUALIFICATIONS

Dexter S. Wilson will supervise the services described above. Mr. Wilson is a Registered Civil Engineer in California and graduated from Stanford University with a Bachelor of Science in Chemistry, and from the University of Arizona with a Master of Science in Civil Engineering.

Attachment B – Exhibit 1

Timothy Murphy
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Thank you for the opportunity to provide a proposal on this project. If this proposal meets your approval, please execute and return an electronic copy for our files or prepare a contract in your format for our signature.

Respectfully submitted,

Dexter Wilson Engineering, Inc.

A handwritten signature in cursive script, appearing to read "Dexter Wilson for".

Dexter S. Wilson, P.E.

DSW:pjs

Attachments

I accept the above proposal and authorize the work described above to be performed.

Rick Engineering Company

Date

Attachment B – Exhibit 1

Exhibit "A"

Summary of Hours by Task

Task	Professional	Technical	Clerical	Total
1	18	2	0	20
2	12	2	0	14
TOTAL	30	4	0	34

Attachment B – Exhibit 1

Exhibit "B"

Summary of Costs by Task

Task	Cost, \$
1	2,930
2	2,030
TOTAL	\$4,960

Attachment B – Exhibit 1

Exhibit "C"

DEXTER WILSON ENGINEERING, INC.

Rate Schedule
Effective January 1, 2018

CLASSIFICATION	HOURLY RATE
Office Personnel:	
Planning/Design	
Principal Engineer (RCE)	\$210.00
Managing Engineer (RCE)	\$200.00
Project Engineer (RCE)	\$180.00
Senior Engineer (RCE)	\$140.00
Design Engineer (RCE)	\$130.00
Associate Engineer II	\$120.00
Associate Engineer I	\$110.00
Engineering Aide II	\$110.00
Engineering Aide I	\$ 95.00
Drafting/Design	
Senior Designer	\$115.00
Senior Drafter	\$105.00
Drafter II	\$ 90.00
Drafter I	\$ 80.00
Clerical	\$ 65.00

Attachment B – Exhibit 1

2017/2018 CIP Sewer Projects													
Project Location	Year	Priority	Category	Project Type	Project Size	Project Description	Project Status	Project Owner	Project Location	Project Size	Project Description	Project Status	Project Owner
1	218		Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer
2	105	676-19-01	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer
3	111		Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer
4	100		Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer
5	142		Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer
6	89		Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer
7	813		Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer
8	816		Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer